



Mailing Address:
181 LITTLETON RD # 211
CHELMSFORD, MA 01824-2668

Phone: 508-794-0007
Fax: 978-735-2096
Email: info@vistaralog.com
Website: www.vistaralog.com

The company that provides you with progressive shipping solutions!

❖ **MC #:** 998118

USDOT Number: 2948234

❖ **Federal ID:** 814405011

SCAC Code: VSRO

Physical Address: 181 LITTLETON RD # 211, CHELMSFORD, MA 01824-2668

WE ALSO PROVIDE ACH/WIRE DETAILS ON REQUEST!

BROKER/SHIPPER AGREEMENT

This Broker/shipper Agreement is made and entered into on _____, 20____, by and between _____ ("SHIPPER") and VISTARA LOGISTICS LLC ("BROKER"). WHEREAS, BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration ("FMCSA"), or by appropriate State agencies, and as a licensed broker, arranges for freight transportation; and

WHEREAS, SHIPPER seeks to utilize the services of BROKER to facilitate the transportation of goods on behalf of SHIPPER; and

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

1. Term. The term of this Agreement shall be for one (1) year and shall automatically be renewed for successive one (1) year periods; provided, however, that this Agreement may be terminated without cause at any time by giving thirty (30) days prior written notice to the other Party. This Agreement does not grant BROKER and exclusive right to provide transportation related services to SHIPPER or its Customers.

2. Broker's Compliance with Law. BROKER represents and warrants that it is duly and legally qualified to operate as a property BROKER and to provide the transportation services contemplated herein. BROKER agrees to comply with all federal, state and local laws regarding the provision of such brokerage services. The parties understand and agree that BROKER functions as an independent entity, and not as a carrier, in selling, negotiating, providing and arranging for transportation for compensation, and that the actual transportation of shipments tendered to BROKER shall be performed by third party motor carriers ("Servicing Motor Carriers").

3. Payment and Charges. SHIPPER shall tender certain shipments, from time to time as stated in a Rate Confirmation Agreement, BROKER will charge and SHIPPER will pay the rates and charges set forth in their agreement, for transportation services performed under this Agreement. BROKER represents and warrants that there are no other applicable rates or charges except those established in the Rate Confirmation Agreement signed by SHIPPER. Rate Confirmation Agreement can be supplemented or revised by written agreement signed by both parties, or, prior to transportation, by facsimile by BROKER to SHIPPER if not objected to by SHIPPER, in writing, within twenty-four (24) hours from the date and time faxed. In the event brokerage services are provided and it is subsequently discovered that there was no applicable or understood rate, the parties agree that the charges invoiced by BROKER shall be the agreed upon contract rate of the parties for the services provided, unless such payment is objected to by SHIPPER within ten (10) days of the invoice date. SHIPPER agrees to pay BROKER within fifteen (15) days of receiving the invoice, with interest accruing monthly at a rate of one percent (1%). SHIPPER shall also be liable for any expenses, including attorney fees, BROKER incurs in collecting its rates and charges.

4. Indemnification.

a) BROKER shall indemnify, defend and save SHIPPER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of BROKER's services provided in connection with this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of BROKER; 2) BROKER's or its employees' violation of applicable laws or regulations; or 3) BROKER's or its employees' or agents' breach of this Agreement. The foregoing notwithstanding, BROKER shall have no liability to SHIPPER under this provision, or otherwise owe any obligation to SHIPPER under this provision, to the extent such liabilities or obligations represent consequential or special damages, or are the result of or arise from the negligence or other wrongful conduct of SHIPPER.

b) SHIPPER shall indemnify, defend and save BROKER, its employees, and agents harmless from and against any and all liability, claims, loss, costs, fines, penalties, expenses (including

attorney's fees), judgments, or demands on account or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising out of SHIPPER's performance under this Agreement to the extent such claim is caused by 1) the negligence or intentional misconduct of SHIPPER; 2) SHIPPER's or its employees' or agents' violation of applicable laws or regulations; or 3) SHIPPER's or its employees' or agents' breach of this Agreement, except to the extent such liability, claims or loss represent consequential or special damages, or are the result of the negligence or other wrongful conduct of BROKER.

c) In the event that such claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including without limitation, reasonable attorney fees) are caused by the joint and concurrent negligence or other fault of the parties, or the parties and a third party, the indemnity obligations for such claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses shall be borne by each Party in proportion to its degree of negligence or other fault.

d) Any indemnified Party shall promptly tender the defense of any claim to the indemnifying Party.

e) In no event shall either Party be responsible for any special or consequential damages under this Agreement.

5. Independent Contractor. BROKER represents and warrants that it is an independent contractor under this Agreement and that its employees are under BROKER's exclusive management and control, and that SHIPPER neither exercises nor retains any control over BROKER, its operations or employees in any manner whatsoever.

6. Contract Carriers. BROKER shall make reasonable efforts to place SHIPPER's loads with responsible Servicing Motor Carriers authorized to perform the services required by SHIPPER for the purposes of transporting the loads with reasonable dispatch under the direction of SHIPPER. In no event will BROKER tender any goods of SHIPPER to a Servicing Motor Carrier holding an "unsatisfactory" safety rating. BROKER also agrees to utilize only Servicing Motor Carriers that possess all insurance coverages required by applicable law. However, the parties understand and agree that BROKER, by signing this Agreement, makes no express or implied warranties or guarantees concerning delivery time or the locating of a Servicing Motor Carrier to provide the transportation services requested by SHIPPER. Moreover, SHIPPER acknowledges and agrees that such Servicing Motor Carrier's might limit SHIPPER's recovery for claims for cargo loss, damage or delay.

7. Broker Insurance. BROKER shall comply with all insurance and bonding requirements imposed upon it by law, including its obligation to maintain a surety bond to benefit the SHIPPER.

8. Cargo Loss, Damage, or Shortage. In the event of a cargo loss, damage or shortage claim, SHIPPER agrees to notify BROKER immediately by phone and to subsequently submit to BROKER a written claim, fully supported by all relevant documentation, including but not limited to the signed delivery receipt, listing the nature and cause of the claim for cargo damage within twenty (20) days following the date of delivery. No claims or allowances for shortages, damage or delay will be considered unless clearly noted on the delivery receipt or bill of lading signed by the consignee at delivery. BROKER shall have no liability for cargo loss, damage, or shortage except to the extent such claims are caused by BROKER's negligent acts or omissions. With respect to the standard for BROKER negligence with respect to Servicing Motor Carrier's insurance, the failure of the Servicing Motor Carrier to possess insurance required by law will be deemed a negligent act or omission on the part of BROKER.

9. Shipping Documents. Unless otherwise agreed in writing, all shipments tendered shall be accepted on a bill of lading which shall function as a receipt of the goods only; the terms and conditions of such bill of lading will not apply to transportation provided pursuant to this Agreement. Upon request of SHIPPER, BROKER shall instruct Servicing Motor Carriers to obtain a delivery receipt from the consignee, showing the products delivered, condition of the shipment and the date and time of such delivery.

10. Notification of Accidents or Delays. BROKER agrees to notify SHIPPER of any accident or other event of which BROKER is apprised and which prevents the motor carrier from making a timely or safe delivery.

11. Assignment/Modification/Benefit of Agreement. This Agreement may not be assigned or transferred in whole or in part. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

12. Severability. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this agreement shall continue in full force and effect.

13. Governing Law/Dispute Resolution. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the state of Massachusetts and in the event of any disagreement or dispute, the laws of Massachusetts shall apply and suit must be brought in Massachusetts as each party specifically submits to the exclusive personal jurisdiction of such courts for disputes involving this Agreement. Notwithstanding the foregoing, the parties may mutually agree in writing to submit any such disagreement to binding arbitration.

14. Complete Agreement. This Agreement constitutes the entire agreement of the parties with reference to the subject matters herein, and may not be changed, waived, or modified except in writing signed by both parties.

15. Notices. All notices, requests, consents, approvals and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given or made when sent by e-mail, facsimile, certified mail (return receipt requested, all postage prepaid) or overnight courier service addressed to the parties at their respective addresses shown on the signature page of this Agreement.

16. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures delivered by a party by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

BROKER:

SHIPPER:

VISTARA LOGISTICS
LLC

Printed: Gary Saini

Title: President

Address: 181 Littleton Rd Unit 211 Chelmsford
MA 01824

Printed: _____

Title: _____

Address: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. VISTARA LOGISTICS LLC	
2 Business name/disregarded entity name, if different from above VISTARA LOGISTICS LLC	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 181, LITTLETON ROAD, UNIT: 211	Requester's name and address (optional)
6 City, state, and ZIP code CHELMSFORD, MA 01824	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1	-	4	4	0	5	0	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ G. Savini	Date ▶ 11/22/2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
January 17, 2017

LICENSE
MC-998118-B
U.S. DOT No. 2948234
VISTARA LOGISTICS LLC
CHELMSFORD, MA

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



VISTLOG-03

EPHILLIPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliance Partners 835 Georgia Ave, Ste 301 Chattanooga, TN 37402	CONTACT NAME: Eric Phillips	
	PHONE (A/C, No, Ext): (877) 668-1704 2533	FAX (A/C, No):
	E-MAIL ADDRESS: eric.phillips@reliancepartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Beazley Insurance Company Incorporation	
	INSURER B: Evanston Insurance Company	
INSURED Vistara Logistics LLC 181 Littleton Rd Unit 211 Chelmsford, MA 01824	NAIC #	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	35378	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WB00466	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contingent Auto Liab <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			WB00466	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contingent Cargo			TBC1179	02/01/2017	02/01/2018	\$1000 ded. 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contingent Cargo is subject to a \$2500 deductible for refrigeration breakdown.

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EMPLOYEE NAME: _____

DATE SUBMITTED: _____

CREDIT APPLICATION

COMPANY NAME:	_____	CREDIT CONTACT:	_____
ADDRESS:	_____	REMIT ADDRESS:	_____
CITY:	_____	CITY:	_____
STATE/ZIP:	_____	STATE/ZIP:	_____
WEBSITE:	_____	EMAIL:	_____
PHONE:	_____	PHONE:	_____
FAX:	_____	FAX:	_____

COMPANY CREDIT DETAILS

OF EMPLOYEES: _____ D&N: _____ YEAR ESTABLISHED: _____
FED TAX ID #: _____ D&N RATING: _____ COMPANY TYPE: _____
WHAT ARE REQUIRED BILLING DOCUMENTS? _____

CORPORATE PRINCIPALS, PARTNERS, OWNERS

NAME: _____ TITLE: _____ OWNERSHIP %AGE: _____ ADDRESS: _____
NAME: _____ TITLE: _____ OWNERSHIP %AGE: _____ ADDRESS: _____

OPEN ACCOUNTS TRADE REFERENCES

CREDITOR: _____ PHONE: _____ CONTACT: _____
CREDITOR: _____ PHONE: _____ CONTACT: _____

BANK REFERENCES

BANK NAME: _____ PHONE: _____ CONTACT: _____
BANK NAME: _____ PHONE: _____ CONTACT: _____

Unless otherwise agreed, Carrier's maximum liability for cargo loss or damage shall be \$2.50 per pound, subject to a \$100,000 truckload maximum. Carrier selected by Broker shall be named on the bill of lading as the Carrier of record. **Please note that, VISTARA LOGISTICS LLC** shall be shown as a third party bill to. General Principles of federal transportation law shall apply.

I certify that I am an authorized representative and fully charged with the ability to sign, agree to and submit this application for credit. In addition, you authorize (if needed so) **VISTARA LOGISTICS LLC** to make any and all inquiries necessary to process this application. I understand that terms are 30 days upon receipt of invoice and that in the event that collection actions are necessary, the creditor reserves the right to designate the venue for any legal proceedings. I, hereby, also personally stand guarantee for the payments owe to (Unpaid balances) **VISTARA LOGISTICS LLC dba Vistara Logistics LLC**. Unpaid balances over 45 days could be subject to interest charges. I hereby authorize the above references to provide desired account/Credit information of our company to our vendor.

NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

Please provide copy of Driver's License and SSN _____ of Gurantor.